

## CONTRACT AMENDMENT

**Contract No.:** HHS000433A

**Begins:** January 31, 2022 ~~January 1, 2022~~

**Administering Agency:** Human Services

**Ends:** April 30, 2022

**Description:** First amendment to this contract between the COUNTY OF PLACER, through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Nevada Sierra Connecting Point Public Authority, a public agency, hereinafter referred to as "CONTRACTOR" to extend the term of the agreement to meet increase demand and adjust services to better meet client needs

WHEREAS, COUNTY wishes to offer utilize 211 referral services to schedule drop off appointments for Volunteer Income Tax Assistance Program (VITA), and

WHEREAS, CONTRACTOR is COUNTY'S current provider of 211 referral services, and has agreed to provide services to assist in this venture as outlined below, and

***WHEREAS, it is necessary to extend the term of the agreement to meet increase demand and adjust services to better meet client needs,***

WHEREAS, the parties wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree as follows: ***effective January 1, 2022, the following amendment is made to the original contract, additions are shown in bold italics, deletions are shown in strike-through.***

1. **SERVICES:** CONTRACTOR agrees to provide COUNTY with scheduling drop off appointments for VITA, as set forth in Exhibit A ~~A-1~~, titled Scope of Services, attached hereto and incorporated herein by this reference.
5. **INVOICES:**
  - 5.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 calendar days of the close of each calendar month with the exception of June billing. For all contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit B, titled Payment Provisions shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 calendar days of receipt. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30-day timeline.
  - 5.2. Invoices for payment shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR's letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, and a ~~detailed~~ list of expenses with dollar amounts ***in accordance with Exhibit B.*** ~~Backup documentation to support each expense should be attached to the invoice. Client personally identifiable information (PII) and protected health information (PHI) should not be submitted as backup documentation unless it is legally permissible and there is a business need.~~ When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted. Invoices for payment shall be submitted to the following address or via email to the address below:

Placer County HHS Fiscal  
Attn: Accounts Payables  
3091 County Center Drive, Suite 290  
Auburn, CA 95603  
Email: [HHSPayables@placer.ca.gov](mailto:HHSPayables@placer.ca.gov)

- 5.3. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
6. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A **A-1**, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.
11. **CONTRACT TERM:** This Agreement shall remain in full force and effect from ~~January 31, 2022~~ **January 1, 2022** through April 30, 2022. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

*// Signatures on the following page*

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

NEVADA SIERRA CONNECTING POINT  
PUBLIC AUTHORITY ("CONTRACTOR")

\_\_\_\_\_  
Tim Giuliani,  
Executive Director

Date: \_\_\_\_\_

COUNTY OF PLACER  
("COUNTY")

\_\_\_\_\_  
Robert L. Oldham, Director,  
Department of Health & Human Services

Date: \_\_\_\_\_

Approved as to Form  
Office of Placer County Counsel

\_\_\_\_\_  
Date: \_\_\_\_\_

***With the exception of Exhibit A-1 exhibits are not attached. Please reference original agreement HHS000433 to view the exhibits that have not changed.***

**EXHIBITS:**

Exhibit A **A-1**– Scope of Services

\*Agreement must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract, even if it is the same as the previous year.

## **SCOPE OF SERVICES**

### **Process and Outcomes**

CONTRACTOR will provide the appropriate associated training and support for all of its own employees to receive calls, set appointments for VITA drop off, and refer callers to apply for MediCal. Appointment setting work will officially begin ~~January 31, 2022~~ **January 1, 2022**.

CONTRACTOR will maintain the software, phone, and internet systems necessary for this work, working with United Way of California as needed on the RiverStar appointment-setting system.

CONTRACTOR will provide COUNTY with periodic verbal or written reports (minimum bi-weekly; more frequently as needed to resolve challenges) about the operations of the appointment-setting and reminder call process, including counts of calls received/made, appointments set, and notes about any challenges with the process. COUNTY will assist with resolving challenges as possible.

The end result of this work will be a maximally-functioning system for appointment-setting and reminders that creates ease of access for eligible households to VITA services, as reflected by filer feedback that CONTRACTOR will solicit.

CONTRACTOR to use scripted language as provided by COUNTY.